

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
CENTRAL DIVISION**

In re:	)	
	)	
JOSEPH P. SHAINÉ	)	
	)	CHAPTER 13
	)	CASE NO. 23-40650-EDK
Debtor(s)	)	
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BARBARA SENNETT, HANS WANGER	)	
AND J. DOE, a minor child,	)	
	)	
Plaintiffs	)	ADV. PROCEEDING NO.
v.	)	23-04030
	)	
JOSEPH P. SHAINÉ	)	
	)	
Defendant	)	

**DEFENDANT’S RESPONSE TO COMPLAINT TO DETERMINE  
NON-DISCHARGEABILITY OF DEBT**

## JURISDICTION AND VENUE

1. Admits.
2. Admits.
3. Admits.
4. Admits.
5. Admits.
6. Admits.
7. Defendant neither admits nor denies.
8. Admits.

9. No response required.
10. Deny.
11. Deny.
12. Admit.
13. Admit.
14. Plaintiff is not conforming with the rules requires that statements of fact set forth in separate paragraphs and a summation of the relevant events in the civil complaint is not a proper pleading. Without waiving any rights and will respond to the summation.
15. Defendant denies and states that Gifted Homeschoolers Program (GHF) was for homeschooling children. Gifted Conference Planners (GCP) was open to homeschoolers but was not explicitly for them.
16. Admits.
17. Admits
18. Denies.
19. Denies.
20. Denies. At no time was Lisa Fontaine-Rainen an employee of either GCP or the Debtor/Defendant. She was an independent contractor.
21. Admits, though states that Lisa Fontaine-Rainen had previously been licensed in MA to teach gifted students.
22. Denies.
23. Defendant neither admits nor denies.
24. Defendant neither admits nor denies.

25. Denies.

26. Denies.

27. Denies.

28. Denies.

29. Defendant neither admits nor denies.

30. Denies.

31. Denies.

32. Denies.

33. Denies.

34. Denies.

35. Denies.

36. Denies and neither confirms nor denies with regard to Fontain-Rainen.

37. Denies.

38. Denies.

39. Denies.

40. Denies.

41. Defendant neither admits nor denies.

42. Admits.

43. Admits.

### **COUNT I**

44. The Defendant repeats and reavers his responses to paragraphs one through 43 of the Complaint.

45. Denies.

46. Denies.

47. Denies.

48. Denies.

**COUNT II DETERMINATION OF NON-DISCHARGEABILITY PURSUANT TO  
11 U.S.C. §1328(1)(4)**

49. The Defendant repeats and reavers his responses to paragraphs one  
through 48 of the Complaint.

50. Denies.

51. Denies.

52. Denies.

**COUNT III  
DETERMINATION OF NON-DISCHARGEABILITY PURSUANT  
TO 11 U.S.C. §523(a)(2)(A)**

53. The Defendant repeats and reavers his responses to paragraphs one  
through 52 of the Complaint.

54. Denies.

55. Denies.

56. Denies.

57. Defendant is without sufficient information to admit or deny, therefore,  
denies.

58. Defendant neither confirms nor denies and reiterates that Fontaine-Rainen  
was not his employee.

59. Denies.

**COUNT IV**

**RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY  
PURSUANT TO 11 U.S.C. §§362(D)(1) AND 1301**

60. Admits.

61. Defendant neither admits nor denies.

62. Denies and further states that FRCP Rule 7001 prohibits the request for relief.

**AFFIRMATIVE DEFENSES**

1. Accord.
2. Satisfaction.
3. Assumption of Risk.
4. Duress.
5. Estoppel.
6. Illegality.
7. Latches
8. Release
9. Waiver
10. Statute of limitations.

WHEREFORE, Defendant demands a jury trial.

Joseph P. Shaine  
by his attorney,

*/s/ Carl D. Aframe*

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Dated: December 28, 2023

**CERTIFICATE OF SERVICE**

I, Carl D. Aframe, do hereby certify that upon receipt of the notice of electronic service, I served a copy of the within document by mailing same to any of the parties below who are not deemed to have consented to electronic notice or service under EFR 9.

United States Trustee  
446 Main Street, 14<sup>th</sup> Floor  
Worcester, MA 01608

David Mawhinney  
Chapter 13 Trustee  
P.O. Box 964  
Worcester, MA 01608

Mtthew M. Hamel, Esquire  
Cynthia R. Ravosa, Esquire  
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*/s/ Carl D. Aframe*

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